DOCUMENT RESUME

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TITLE Agreement by and between the Board of Trustees of Whatcom Community College District No. 21 and Whatcom Community College Federation of Teachers, September 1, 1989 through August 31, 1991.

INSTITUTION Whatcom Community Coll. District, Bellingham, WA.

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ABSTRACT

The collective bargaining agreement between the Board of Trustees of Whatcom Community College District No. 21 and the Whatcom Community College Federation of Teachers is presented. This contract, covering the period from September 1, 1989 through August 31, 1991, deals with the following topics: bargaining agent recognition; board-union relations; union activities and privileges; hiring, assignment, and contracts; workload; compensation; employee benefits; leaves; personnel policies; college governance issues related to instructional divisions and college committees; academic freedom and rights; performance expectations; grievance procedures; professional development; working conditions; rules and regulations governing tenure; dismissal of a tenured or probationary faculty member for sufficient cause; reduction-in-force policy; hearing procedure for dismissals; faculty early retirement program; no work-stoppage; recognition of rights and functions of employer; scope of agreement; and the duration of the agreement. (JMC)

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AGREEMENT

BY AND BETWEEN

THE BOARD OF TRUSTEES OF
WHATCOM COMMUNITY COLLEGE
DISTRICT NO. 21

AND

WHATCOM COMMUNITY COLLEGE
FEDERATTION OF TEACHERS

SEPT 1, 1989 THROUGH AUGUST 31, 1991

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Bellingham, Washington

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TABLE OF CONTENTS

Article I	Recognition	1
Article II	Board-Union Relations	1
Article III	Union Activities and Privileges	1
Article IV	Hiring, Assignment, Contracts	3
Article V	Workload	5
	Workload Standards Chart for Full-Time Faculty	6
Article VI	Compensation	10
	Full-Time Faculty Salary Schedule	11
	Professional Development Unit Equivalency Chart	12
	Compensation for Part-Time Faculty	14
Article VII	Employee Benefits	16
Article VIII	Leaves	16
Article IX	Personnel Policies	19
Article X	College Governance: Instructional Divisions and College Committees	20
Article XI	Academic Freedom and Rights	21
Article XII	Performance Expectations	22
Article XIII	Grievance Procedure	23
Article XIV	Professional Development	25
Article XV	Working Conditions	25
Article XVI	Rules and Regulations Governing Tenure	26
Article XVII	Dismissal of a Tenured or Probationary Faculty Member for Sufficient Cause	30
Article XVIII	Reduction-in-Force Policy	31
Article XIX	Hearing Procedure for Dismissals	35
Article XX	Faculty Early Retirement Program	41
Article XXI	No Work-Stoppage	42
Article XXII	Recognition of Rights and Functions of Employer	43
Article XXIII	Scope of Agreement	43
Article XXIV	Duration	44

ARTICLE I - RECOGNITION

Section A. The Board of Trustees of Whatcom Community College, District No. 21 (hereinafter referred to as the "Employer") hereby recognizes the Whatcom Community College Federation of Teachers (hereinafter referred to as the "Union") as the exclusive negotiating representative for all Community College District No. 21 Academic Employees (hereinafter referred to as "Faculty Members") in the following categories and as further defined in RCW Chapter 28B.52: (1) instructional, (2) counseling, (3) learning resources and services. The bargaining unit shall consist of all Faculty Members of the District.

Section B. Personnel excluded from representation by the Union include administrative employees, classified staff, and other exempt employees excluded by law from the Higher Education Personnel Board rules. Employees who otherwise meet the definition of faculty may be excluded if there are external funding or other requirements upon mutual agreement between the Union and the Employer.

Section C. Questions regarding unit determination or clarification shall be referred to the Public Employment Relations Commission (PERC) in accordance with its rules and regulations and applicable statutes.

ARTICLE II - BOARD-UNION RELATIONS

Section A. The Employer shall not discriminate against Faculty Members or applicants for such positions because of their membership or non-membership in the Union, other employee organizations, or because of their exercise of other rights under RCW Chapter 28B.52.

Section B. The Union shall not discriminate against any Faculty Member because of non-membership in the Union, or because of membership in other employee organizations.

Section C. The Union agrees to represent fairly and equitably all Faculty Members of the District.

Section D. The Employer and the Union further agree that provisions of this Agreement will be applied equally to all bargaining unit members consistent with its terms.

Section E. Copies of this Agreement will be produced at the expense of the District within thirty (30) days after the policy becomes effective and a copy shall be presented to each Faculty Member now employed or hereafter employed by the District with their initial contract for each academic year. Thirty (30) additional copies shall be made available to the Union without charge.

ARTICLE III - UNION ACTIVITIES AND PRIVILEGES

Section A. Information. The Union, upon request, shall be granted access to information required to assist it in its representation responsibility.

Such requests shall be with advance notice and shall not involve additional costs or staff time. Copies of such information shall be furnished to the Union at no cost. One copy of the annual budget and budget status reports shall be provided the Union at no cost.

Section B. Facilities.

1. The Union shall have the right to full use of building facilities and classrooms of the District, providing such use does not interfere with regular instructional activity and shall involve no additional cost to the Employer.

2. Duly authorized representatives of the Union shall be permitted to transact official Union business on District property at all reasonable times, provided there is no disruption to the normal operation of the College. Providing a place for regular Union meetings shall be considered during the scheduling of rooms each quarter.

Section C. Equipment. The Union shall have the right to use District equipment, provided such usage does not interfere with normal operations of the College. Abnormal additional costs associated with such use shall be borne by the Union.

Section D. Secretarial Privileges. The Union shall have access to College secretarial services when such service does not interfere with College business.

Section E. Mail. The District agrees that the Union shall have the right to distribute contract related materials in the mail boxes of faculty members. The Union will be entitled to use the college mail service provided that postage costs shall be borne by the Union.

Section F. Bulletin Boards. The Union will be entitled to post on, and remove its materials from bulletin boards provided in central areas in each major location.

Section G. Payroll Deduction. Faculty Members shall have the right to guaranteed payroll deduction of membership dues for the Union, and the Employer shall remit such dues to the authorized representative, if authorized by the employee in writing. Such deductions shall be consistent with OFM regulations.

The Union agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liability for damages or penalties that shall arise out of or by reasons of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this section provided such action has been authorized by the Faculty Member and such authorization has not been rescinded in writing to the Employer.

Section H. Leaves for Meetings. The Union shall have the right to send two representatives to legislative committee hearings, SBCCE meetings or Federation regional or statewide meetings/conferences. The Federation agrees to pay for the cost of a substitute that may be necessary, in the judgment of

the appropriate administrator, to fulfill the representatives' assignments during the individuals' absence. Travel and related expenses shall be borne by the Union.

Section I. Schedule for President. The work schedule for the president of the Union shall be arranged, as much as possible, to facilitate College governance.

Section J. Board Meetings. The Union shall be allowed to enter any items on the agenda and shall be allowed to speak to any question on any agenda, consistent with the rules of the Board of Trustees. Nothing herein shall be construed to grant the right for the Union to attend executive sessions of the Board.

Section K. Major College Meetings. The Union shall be consulted by the Employer before all major College meetings concerning agenda and possible participation by Faculty Members in these meetings.

ARTICLE IV - HIRING, ASSIGNMENT, CONTRACTS

Section A. Academic instructional and support areas shall be defined as:

1. Business and Commerce Technology
2. Communications, Arts and Humanities
3. Learning Skills
4. Science, Mathematics and Health Science
5. Social and Behavioral Sciences
6. Instructional Services
7. Student Programs
8. Learning Resources

Nothing herein shall preclude the Employer from modifying the organization structure of the District if it determines such modification to be in the best interest of the institution. Such determination shall not be made without prior consultation with the areas.

Section B. Notice of Vacancy. Written notice of academic vacancies of two-thirds (2/3) or more per quarter or administrative vacancies shall be mailed to currently employed part-time Faculty Members at least seven (7) days prior to its publication at large. Other vacancies shall be posted on designated bulletin boards at Community College centers and/or published in appropriate College publications. Applications received from Faculty Members of the District shall be given first consideration where qualifications are equal and such is not inconsistent with affirmative action requirements or other legal limitations. In such cases, they shall be given consideration with all other applicants.

Section C. Recommendation/Evaluation of Personnel. No individual shall be recommended for an assignment of two-thirds (2/3) time or more or be allowed to assume an assignment of two-thirds (2/3) time or more for more than one quarter without evaluation from a selection committee. Such committee shall consist of the appropriate administrator, at least two subject area specialists appointed by the area and the academic or service area

coordinator. The subject area specialists should involve appropriate subject area peers in making their recommendations for hiring individuals. The Selection Committee shall review applications and interview all applicants who are requested to visit the College. It shall be the responsibility of the President to determine that persons nominated for employment meet all qualifications established by law and the District for the type of position for which the nomination is made.

Section D. Selection of Area Personnel.

1. Faculty Members shall be given an opportunity to be involved in criteria development for faculty selection and the selection process of all Faculty Members with whom they will share assignments. Involvement will include recommending to the appropriate Dean the scope of the search, necessary qualifications for the position and the faculty membership of the selection committee. The unavailability of Faculty Members to exercise such an opportunity shall not bar the completion of the selection process.

2. Faculty Members who act as coordinators of instructional and support areas shall be recommended annually from among full-time faculty by the Faculty Members in each area. Recommendations shall be submitted to the appropriate Dean by March 15. The President shall appoint coordinators by April 15 of each year.

Section E. Selection of Administrative Personnel. The Employer shall involve Faculty Members in the development of criteria for choosing administrative personnel prior to the recruitment of such personnel and shall include Faculty Members selected by their peers on selection committees.

Section F. Assignment.

1. Faculty Members shall be informed annually and/or upon employment as to the requirements of their assignment and shall receive an orientation package explaining the organizational policies and procedures of the College, and indicating the benefits available to the employee.

2. Faculty Members shall have the opportunity to participate in the selection and location of courses they will teach. Every effort will be made to assign Faculty Members courses for which they have the greatest expertise.

Section G. Class Cancellation. The decision to continue or discontinue any College programs or offerings is reserved to the Employer. Areas will be given the opportunity to make recommendations regarding cancellations of classes in certificate or degree programs based on the following factors. Recognizing that a balanced, in-depth, convenient schedule of offerings should be maintained, strong consideration will be given to the continuation of:

a. required courses;
b. sequential courses;
c. infrequently offered courses;
d. a distribution of classes from each area in the morning, afternoon and evening.

Prior to discontinuing any class the appropriate Administrator shall consult

with the appropriate Coordinator regarding the area recommendations. The Area Coordinator shall immediately notify the Faculty Member of the determination. Only under unusual circumstances will a class be discontinued after the third (3rd) regularly scheduled session.

Section H. Contracts.

1. Each non-tenured Faculty Member shall be issued an individual contract prior to the beginning of each teaching or major support assignment.

2. Individual contracts may make assignments conditional upon student enrollment.

Section I. Content of Individual Contracts. Individual contracts issued to non-tenured Faculty Members shall include the following provisions:

1. an incorporation by reference of the Agreement between the Employer and the Union;
2. the location(s) of the assignment(s);
3. the number of contact hours/hours on the job assigned (part-time);
4. the total annual or quarterly salary as appropriate;
5. the beginning and ending dates of the assignment period;
6. the type of appointment held by the employee [full-time (special funded or probationary) or part-time (associate or regular)];
7. the date and method of payment.

Section J. Copies of Individual Contracts. One copy of the individual contract shall be retained by the employee and one copy shall be placed in the employee's personnel file.

Section K. Written Notification. Written notification of contract dates and tentative salary placement for the subsequent year shall be provided to all tenured Faculty Members prior to the end of Spring Quarter.

ARTICLE V - WORKLOAD

Section A. Certification. As a condition for full-time employment by the Employer, Faculty Members shall meet or exceed certification standards and comply with all conditions pertaining thereto as set forth in applicable College policy approved by the Board of Trustees and/or required by rules of the SBCCE or other appropriate certification agency.

Section B. Full-Time Faculty Member Responsibilities. Full-time Faculty Members shall meet the following general responsibilities:

1. Faculty Members shall provide professional services within their individual areas of competency, including teaching or support duties according to their individual workload assignments as detailed elsewhere in the Agreement.

2. Faculty Members shall provide professional services during workdays required by this Agreement.

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3. The appropriate Administrator has the right to require reasonable substantiation of performance of duties.

Section C. Workload Standards: Full-Time Faculty Members. For purposes of this Agreement, full-time Faculty Members shall mean individuals whose primary duties and responsibilities involve teaching or other professional assignments when such assignments are scheduled on an annual basis (170-day contract or equivalent). A workday for Faculty Members shall be defined as the individual workload assignments made in accordance with the criteria set forth below. Faculty Members shall be assigned reasonable workloads designed to allow the Employer to fulfill its mission and comply with funding requirements related to position control and allow such employees to perform their functions effectively. It shall be the responsibility of the area and appropriate Administrator, after consultation with the Faculty Member, to determine and make individual workload assignments in accordance with the following criteria:

1. A full-time load shall consist of a thirty-five (35) hour workweek (WW) or a twenty-two (22), twenty (20), or twelve (12) contact hour week (CW) as indicated below for the six (6) categories. In the cases of contact hour workweeks, the full-time load shall be spread over the three (3) academic year quarters and the total shall fall within the minimum-maximum limits indicated.

Assignments	Average Workweek	Total of Weekly Contact Hours for Three Quarters		
		Avg.	Min.	Max.
A. Support Faculty.	35 (WW)			
B. Contract Instruction. Consulting Services. Mediated Instructional System Facilitation.* Associate Lab faculty.**	35 (WW)			
C. P.E. Senior EMT Instruction. Preschool Facilitation.	22 (CW)	66	64	68
D. Non-MISF Lab Instruction.***	20 (CW)	60	58	62
E. Composition courses enrolling at 3/4 or more of enrollment limit. Team Teaching.****	12 (CW)	36	34	38
F. All other Courses.	15 (CW)	45	43	47

* Mediated Instructional System Facilitation (MISF)--laboratory instruction wherein coursework is totally packaged and faculty are not required to do curriculum development/revision, preparation, grading, or consultation beyond contracted hours.

** A Faculty Member who works in a Non-MISF lab under the direct supervision of and generally simultaneously with a category D instructor, unless enrollment, type of course, and/or student characteristics do not warrant such simultaneous instruction. Associate lab faculty are not responsible for faculty duties beyond contracted hours.

*** Laboratory instruction wherein coursework is only partially packaged or which relies on lab manuals. Faculty are required to do some curriculum development/revision, diagnosis, planning, evaluation, and outside consultation. In addition, either student attendance is not required at a specific time or the ratio of student class time to student credits earned is greater than one to one. In courses that include lecture/discussion and lab components, the lecture/discussion portion will be contracted in category F. The person responsible for program coordination in labs other than the one in which they are assigned will be granted a minimum of two (2) hours reduction in contact hours.

**** Team taught courses consist of all team taught contact hours or team taught and individually taught contact hours in a proportion agreed upon by the appropriate Administrator. Team taught contact hours are defined as hours in which two or more faculty operate simultaneously with an assigned group of students to integrate and/or add depth to subject matter or to work with a set group.

2. Full-Time Mixed Assignments. A full-time appointment may consist of both support and instructional assignments based upon the foregoing definitions. All teaching and support assignments will follow the average workload standard established in Section C-1 of this Article. Group counseling, when conducted as a class for credit, will follow the workload standard of instruction. Advising (educational planning and degree program development) may be included in a mixed assignment, but no Faculty Member except those in Instructional Services will be assigned more than one third of a load for advising on an annual basis.

3. A Faculty Member's schedule shall be established on the basis of student needs and efficiency of program scheduling. Schedules beyond an eight-hour time span shall require mutual agreement between the Faculty Member and appropriate Dean.

4. Revision of course credits and/or contact hours for existing classes shall only be made where such revision is for educationally sound purposes as recommended by the area. Prior to such modification the Faculty Member shall be consulted.

5. When rules and regulations of state and other agencies dictate basic teaching loads, Faculty Member teaching loads shall be assigned accordingly.

6. Basic workload for instructional faculty shall include course preparation, course evaluation, student evaluation, and normal curriculum development as appropriate to assigned courses.

7. Each full-time Faculty Member shall maintain office hours for student consultation at times and places convenient to students.

8. Each full-time Faculty Member shall serve on appropriate committees.

9. In considering a reduction of load and/or determining the existence of an overload, the appropriate Administrator shall take into account the following variables:

   a. Number of students (related to evaluation method, mode of instruction and/or type of student).
   b. Course coordination.
   c. Number of different preparations.
   d. Number of new preparations.
   e. Administrative activities.
   f. Assigned curriculum development.
   g. Distance/time involved in travel from assigned work stations to another location. (Shall be computed as part of the 35-hour workweek for support faculty.)
   h. Assignments scheduled beyond the eight-hour span.

10. The Faculty Member shall present any request for a reduction of load or determination of an overload in a meeting with the appropriate Administrator. A Union representative may be present at this meeting if so desired by the Faculty Member.

11. The appropriate Administrator shall make a decision concerning a reduction of load or determination of an overload within five (5) calendar days of the Faculty Member's presentation unless an extension of the time limit is agreed to.

12. Underloads will be made up Winter or Spring Quarter as appropriate. Faculty Members will submit suggestions as to the best use of their time to their areas for consideration. The area coordinator shall submit the recommendations to the appropriate Dean for final determination.

13. Overloads shall be approved by the appropriate Administrator and paid on a pro rata basis from the full-time salary schedule. Overloads shall be computed on an annual basis. A Faculty Member has the right to refuse an extended contract or an overload.

Section D. Area Coordinators.

1. Instructional coordinators shall be granted up to 49 percent but not less than 25 percent released time from the maximum workload (see Section C-1) for coordinating duties.

2. The area coordinator will report directly to a Dean or Associate Dean as the representative of a particular area and will exercise a leadership role in all area activities.

3. The responsibilities of the coordinator shall include working with the Faculty Members in the area to complete the following responsibilities:

   a. Planning, development, and evaluation of instructional or service offerings and programs, including the review of proposed community service offerings.
   b. Evaluation and professional development of personnel within the area.
   c. Budget preparation and recommendations.
   d. Developing recommendations for the hiring, assignment, and scheduling of area faculty.
   e. Facilities planning.
   f. Other duties pertinent to specific areas.

4. The coordinator will also be responsible for:

   a. Orientation of new faculty and staff in the area.
   b. Liaison with community and public agencies as required by the area.
   c. Budget implementation and control.
   d. Other duties pertinent to the specific areas agreed upon with the appropriate Dean.

5. The workload expectations for the area coordinators may include up to but not exceed ten (10) days more than the contract days for other full-time faculty.

Section E. Part-Time Faculty.

1. Part-time Faculty Members shall be considered either as associate part-time faculty (hereafter referred to as Faculty Associates) or regular part-time faculty.

   a. Faculty Associates will be paid pro rata proportional to their assignment and may be issued either quarterly or annual contracts.

   b. The designation of Faculty Associate shall be made by the appropriate Administrator following consultation with the area of assignment. Such a designation must be based upon an identified need for exceptional professional qualifications or special skills and services rendered in addition to the direct assignment, and which are considered part of the total workload without additional compensation.

   c. Faculty Associates shall be placed on the full-time salary schedule and will be eligible for lane advancement on the same basis as full-time faculty. Faculty Associates shall advance one-half step on the salary schedule in the subsequent year upon completion of an annual Faculty Associate assignment of 50% or more of a full-time load.

   d. All Faculty Members who do not meet the definition of full-time faculty or Faculty Associate shall be considered regular part-time Faculty Members.

2. Workload for part-time instructional Faculty with CW assignments shall consist of instruction, course preparation, course evaluation, student evaluation, student conferences and normal curriculum development as appropriate to assigned courses.

3. Workload for part-time faculty with WW assignments shall consist of the contracted WW hours.

Section F. Non-credit community service offerings shall be excluded from the provisions of this Article except for the review process provided for in Article V, Section D.3.a.

ARTICLE VI - COMPENSATION

Section A. Application of Salary Schedules.

1. Full-time faculty and associate part-time faculty who have Professional Development Units approved and completed by October 1, 1989 will be advanced to the appropriate lane. A step advancement for the 1988-89 academic year will be granted to all eligible full-time and associate part-time faculty. Part-time faculty who have by October 1, 1989, met requirements for advancement as provided in this Article, Section D.3. will be granted appropriate increments.

2. Additional salary increases shall be provided only as appropriate by the Washington State Legislature for those purposes and consistent with the appropriations.

Section B. Full-Time Salary Schedule.

1. Effective January 1, 1990 the following salary schedule shall apply to all full-time faculty:

	A	B	C	D	E	F	G	H
	Bachelors or Voc. Equivalent	Masters Degree or Voc. Equivalent	(Lane B + 15)	(Lane C + 15)	(Lane D + 15)	(Lane E + 15)	(Lane F + 15)	(Lane G + 15)
0-1	21,613	23,107	23,779	24,450	25,122			
2-3	22,317	23,811	24,482	25,154	25,826	26,498		
4	23,022	24,514	25,186	25,858	26,530	27,201	27,873	
5	23,725	25,219	25,891	26,563	27,233	27,905	28,577	29,249
6	24,429	25,923	26,594	27,266	27,938	28,610	29,282	29,953
7	25,133	26,626	27,298	27,970	28,642	29,313	29,985	30,657
8		27,330	28,002	28,674	29,345	30,017	30,689	31,361
9		*(28,034)	28,706	29,377	30,049	30,721	31,393	32,065
10		*(28,737)	29,410	30,082	30,754	31,426	32,096	32,768
11			30,114	30,786	31,457	32,129	32,801	33,473
12			*(30,818)	31,489	32,161	32,833	33,505	34,177
13				32,193	32,865	33,537	34,208	34,880
14				32,898	33,570	34,241	34,913	35,585
15					34,274	34,946	35,618	36,290
16					34,978	35,650	36,322	36,994
17					35,682	36,354	37,025	37,697
18						37,057	37,729	38,401

* To enter B-9 a person in B-8 must have earned 5 PDU's after the Masters, B-10 requires 10 PDU's after the Masters, C-12 requires 10 PDU's above the Lane C requirement.

Add $600 for the doctorate.

2. Initial Placement

For initial placement up to seven (7) years of teaching or work experience related to the area will be counted. Full-time and/or part-time teaching and/or work experience will be counted, and it will be computed based upon the definition of full-time at the place from which the experience is being transferred. Past experience at Whatcom Community College will be computed on the basis of a full-time load as described in this Agreement.

Academic credits earned beyond the Masters degree will be counted for purposes of initial placement, and credits beyond initial lane placement will be applied toward future lane advancement. Vocationally certifiable faculty members may receive credits beyond Lane B for specialized vocational training received after the vocational equivalent of a master's degree as certified by the vocational director. All other professional development units must be earned after initial placement.

3. Advancement

Subject to prior approval up to 90 professional development units related to the academic assignment will be counted. Recommendation regarding lane advancement shall comply with the following guidelines:

RELEVANCE: The activity must be relevant to the Faculty Member's job assignment(s) or to the College's goals.

NON-CONTRACTUAL: The activity must go beyond the contractual duties or work assignment of the Faculty Member.

EMPHASIS: Roughly equal emphasis or comparable value shall be accorded to those activities which represent independent scholarship and those activities represented by academic courses, workshops and travel.

REDUNDANCY: Professional Development Units will be granted no more than one time for a given activity.

PRIOR APPROVAL: Prior approval is required for all Professional Development activities. The Request for Prior Approval of Professional Development Units must be submitted not less than two (2) weeks before commencement of the activity, except in extraordinary circumstances where two weeks advance approval is impossible.

DOCUMENTATION: Successful completion of the activity must be supported by appropriate documentation, submitted with fully completed Request for Approval of Professional Development Units. Professional Development Units will not be awarded for an academic year unless documentation and reports are received by October 1st.

	Professional Development Units	Credit*/Hours
a. Academic Courses	1	1
b. Inservice Training	1	10
c. Workshop, Colloquium, Symposium, Institute and Conference Session	1	20

d.	Paid Field Work or Clinical Experience	1	40 hours or course equivalency
	(1) Field Project: An activity in which the Faculty Member is actively engaged in a special pre-planned field project.		
	(2) Clinical Project: An activity in which the Faculty Member is actively engaged in a special pre-planned clinical project.		
e.	Educational Travel		
	(1) Directly relevant activity, defined in advance.	1	20 hours or course equivalency
	(2) Per day.	0.2	1 day
f.	Research and Development Projects		
	(1) Individual Project: An activity in which the Faculty Member engages in research on a specific pre-planned project or topic.	1	40 hours or course equivalency
	(2) College Research and Development.	**Variable in PDU's	
	(3) Service on Professional Board or Association.	**Variable in PDU's	
	(4) Leadership on Professional Board or organization, including elected office.	**Variable in PDU's	
	(5) Activities resulting from research: (a) Presentation (b) Artistic Exhibit (c) Publication (d) Creative Performance	**Variable in PDU's	

* Quarter credit or equivalent (2/3 semester credit equals one quarter credit).

** Depending upon the activity, PDU's should vary according to the scope of the activity (local or regional, national. . .), degree of participation by Faculty Member, time and energy devoted to the activity, originality of the activity, etc.

Professional Development Units approved and completed by October 1 in any year shall be effective that year, except that lane changes are limited to two lanes per year, with any additional lanes earned credited toward

movement in subsequent years. Completed activities not received by October 1 in any year for the preceding twelve (12) months shall be waived for all purposes.

4. Initial placement and advancement on the Salary Schedule shall be recommended by a committee consisting of three permanent members: one full-time professional employee selected by the President, one full-time faculty member selected by the Union, and a second full-time faculty member mutually agreed upon. All recommendations regarding initial placement and advancement shall require review by the Contract Administration Committee, the appropriate Dean and final approval of the President.

Section C. Stipends for Area Coordinators. An annual stipend of $1,600 shall be paid to an area coordinator in addition to the basic salary.

Section D. Compensation for Part-Time Faculty.

1. Effective Winter Quarter 1990, the following salary schedule shall apply to all part-time faculty assignments:

Steps	35 hr. WW	22 hr. CW	20 hr. CW	15 hr. CW	12 hr. CW
0	12.70	19.13	21.08	28.10	35.10
1	12.97	19.78	21.80	29.05	36.29
2	13.22	20.44	22.51	30.00	37.48
3	13.47	21.09	23.23	30.96	38.66
4	13.73	21.74	23.93	31.91	39.84
5	13.99	22.39	24.64	32.84	41.02
6	14.24	23.04	25.36	33.79	42.21
7	14.49	23.69	26.07	34.75	43.39
8	14.75	24.34	26.78	35.70	44.57

2. Initial Placement

   a. One step will be granted for quarterly contracted assignments completed at Whatcom that total the equivalent of one year of full-time instructional, counseling or librarian assignments. All assignments completed from Fall 1976, until the time of initial placement, will be included. A maximum of 3 steps will be granted on this basis.

   b. Masters degree or vocational equivalent will equal one step.

   c. Maximum initial placement will be at step 4.

3. Advancement

   a. Faculty completing quarterly contracted assignments by October 1 at Whatcom Community College that total the equivalent of one year of full-time instructional, counseling or librarian assignments will advance one step effective in the first quarter of employment in that academic year. Partial years of previous experience not used in initial placement will be included, except for persons who were granted

the maximum 3 steps allowed in 2.a. above.

b. Faculty completing a masters degree or vocational equivalent with documentation submitted by October 1 will advance one step effective in the first quarter of employment in that academic year.

c. Eligible faculty completing 15 professional development units following provisions of Article VI, Section B.3., will advance one step effective in the first quarter of employment in that academic year.

To be eligible faculty must:

1. Have accumulated the equivalent of one year of full-time employment at WCC.

2. Teach 50% or more any two quarters in one year. List of those individuals will be certified by Instruction Office by October 1 of the next academic year. Those individuals would be able to earn PDU's for said academic year.

4. Part-time faculty shall return contracts for quarterly assignments within ten (10) College business days from date of issue; the Faculty Member shall be responsible for verification of equivalent full-time experience for initial placement or advancement on the Part-Time Salary Schedule within thirty (30) calendar days from date of issue of the contract.

5. Initial placement and advancement on the Part-Time Salary Schedule shall be recommended by the Salary Placement Committee. All recommendations regarding initial placement and advancement shall require review by the Contract Administration Committee, the appropriate Dean and final approval of the President.

6. Other faculty activities shall be paid at Step 0, 35 hr. WW regardless of an individual's salary placement. These activities must be authorized and approved in advance by the appropriate administrator. Other faculty activities compensated at this rate shall include but not be limited to the following.

Full- and Part-Time Faculty*:

Facilitation of learning contracts
Portfolio evaluation

Part-Time Faculty:

Office hours
Service on College committees
Assigned curriculum or program development
Course coordination

*Payment for such activities for full-time faculty shall not be considered a mixed assignment. Such activities may be incorporated in the full-time Faculty Member's load by mutual agreement.

7. Part-time faculty requested by the appropriate dean to teach a restructured group class, when student enrollment is not of a minimum class size, will be paid a proportion of the regular class pay based on the following formula:

$$\frac{\text{Number of students}}{15}$$

Section E. Summer Quarter. All summer school salaries for instructional faculty, regardless of full- or part-time status during the academic year, shall be paid in accordance with Section D above, except that Section 3c above shall not apply to full-time faculty.

Section F. This Article shall not apply to non-credit community service offerings.

ARTICLE VII - EMPLOYEE BENEFITS

Section A. Insurance. The Employer shall contribute up to a maximum amount authorized and funded by law and the State Employees Insurance Board for allowable group insurance plans for each eligible Faculty Member. Faculty Members shall have the opportunity to self-pay such contributions during leaves without pay or during periods of ineligibility subject to insurance board regulations. All premiums in excess of the amount funded by the State Legislature shall be borne by the Faculty Member.

Section B. Retirement. The Employer shall contribute the appropriate funding for retirement plans consistent with the state statutes and State Board Regulations (WAC Chapter 131-16).

Section C. Reimbursement for Use of Privately Owned Automobiles. Contingent upon prior approval by the appropriate administrator, Faculty Members unable to use District owned or leased vehicles in the conduct of official District business will be reimbursed at the maximum rate permitted by statute and OFM regulations. Reimbursement shall be limited to mileage equal to the lesser of the distance from the employee's primary work assignment (official station) to the site of the official District business or from the employee's residence to the site of official District business.

ARTICLE VIII - LEAVES

Section A. Remunerated Professional Leave Policy.

1. Tenured Faculty Members may receive professional leave to be used for the purpose of furthering individual professional development or undertaking creative endeavor which will enhance or improve the program of the College. Funding for professional leaves will be given high priority during budget preparation.

2. Eligibility and Duration of Professional Leave.

   a. Professional leave eligibility is dependent upon the total quarters of employment (exclusive of summer quarter) after attaining tenure with the District. The quarters of employment need not be continuous.

b. A Faculty Member shall initially become eligible for professional leave after attaining tenure as follows:

Quarters of Employment	Eligibility for Quarters of Professional Leave
three quarters	one quarter
six quarters	two quarters
nine quarters	three quarters

c. Following the ninth quarter of employment, one additional quarter of professional leave eligibility may be granted for each six quarters of employment.

d. The professional leave need not be continuous; Faculty Members granted professional leave for one or two quarters may reapply for professional leave for the remaining quarter(s) of eligibility.

e. In cases where applicants have equal eligibility claims, applicants who have not been previously granted professional leave for three full quarters will be given priority consideration.

f. Remunerated professional leaves shall be in conformance with the limitations of Chapter 44, Laws of 1979, Regular Session.

3. Procedure for Applicants.

a. The Professional Development Committee shall be composed of two professionals appointed by the President and the Faculty Members on the Staff and Professional Development Committee. The Professional Development Committee will:

(1) notify Faculty Members of eligibility requirements and deadlines for applications; final deadlines for applications shall be January 15 for the subsequent academic year.

(2) receive and review applications.

(3) make recommendations concerning each applicant to the President by February 15.

(4) notify each applicant as to the committee's decision to support or not support his/her sabbatical application.

(5) make budget recommendations.

b. The President must make recommendations concerning professional leaves to the Board of Trustees for final approval by March 15.

c. All applicants will immediately be notified in writing by the President regarding the granting or the denial of the professional leave.

4. Reimbursement of Employees during Professional Leave.

   a. A Faculty Member on professional leave shall receive a pro rata salary in the amount of seventy-five percent (75%) of that Faculty Member's annual salary.

   b. Faculty Members on professional leave shall receive employee benefits outlined in this Agreement, consistent with state law.

Section B. Illness, Injury, Bereavement and Emergency Leave.

1. Full-time Faculty Members of the College shall accumulate illness, injury and emergency leave at the rate of one day per month (or portion thereof) of assigned period as designated by the employment contract or salary calculation worksheet. The 180-day maximum accrual shall be eliminated. Accumulated leave not taken shall be compensable upon termination of employment only as provided by Board of Trustees' policy and applicable statutes. Maternity, paternity and adoption leave benefits shall be granted under this section except as taken as a leave of absence without pay.

2. Faculty Members hired on a quarter-by-quarter basis shall qualify for one day per month of illness, injury and emergency leave, nonaccumulating.

3. Bereavement leave not to exceed four days per instance shall be granted in the event of a death of a relative or close friend. Additional days may be granted upon approval of the Employer.

4. Those who are granted leaves under this Section will continue to receive benefits under Article VII.

Section C. Jury Duty. Faculty Members shall receive time off for required appearances in court or hearings resulting from a call to jury duty or subpoena to appear to testify where the Faculty Member is not personally involved in the action as the plaintiff, the defendant or the object of the investigation. Any remuneration, excluding expenses, received for such appearances shall be paid to the Employer in the event that the leave with pay is granted. All College benefits and other leave accruals shall be in effect while the Faculty Member is absent on this leave.

Section D. Personal Leave With Pay. Personal leave with pay, not to exceed three (3) days per year, may be granted for extraordinary purposes upon the approval of the appropriate Administrator.

Section E. Leaves Without Pay. Leaves without pay may be granted to full-time faculty or part-time faculty during the applicable contract period, with the approval of the President, for such purposes as the following: (1) study, (2) travel, (3) illness, (4) maternity/paternity/adoption, (5) special assignments, (6) occupational experience appropriate to his/her assignment, and (7) other purposes. The terms and conditions of such leave shall be mutually agreed to in writing prior to granting the leave. Upon return from leave, such Faculty Member shall have all rights and benefits which existed at the commencement of the leave restored.

ARTICLE IX - PERSONNEL POLICIES

Section A. Notice to Faculty Members Regarding Employment. Each Faculty Member shall be given access to any District documents which affect his/her employment status, or of any employment notice which affects his/her employment status.

Section B. Personnel Files.

1. The District shall retain one personnel file for each Faculty Member under the direct supervision of one designated employee. This shall not preclude the maintenance of all lawful payroll records by the Business Office nor maintenance of other essential records by appropriate personnel for the operation of the institution.

2. Placement of Material in File. Material concerning any Faculty Member may be placed in his/her personnel file only after he/she has been given reasonable opportunity to read the material, append to it answers to any charges, complaints or statements involved, and to sign and date the material. His/her signature shall not necessarily imply agreement with the statements contained in the material. The Faculty Member shall also have the right to attach any other relevant supporting statement(s) or affidavit(s).

3. Right to Examine File. Each Faculty Member shall have the right to review the entire contents of his/her personnel file. A Union representative or the Faculty Member's attorney may accompany such employee upon his/her request to review his/her personnel file. The contents of the personnel file shall be available for photocopying in the presence of the person in charge of the file and the Faculty Member involved. Inappropriate material may be removed from the file with the joint consent of the Faculty Member and the appropriate Administrator.

4. Records of Evaluation. The final recommendation and all other supporting material of the Tenure Review Committee shall be retained in the personnel file; other materials relating to tenure status which are not retained in the file shall be returned to the Faculty Member.

5. Restrictions on Use of File. Use of an individual's personnel file is restricted to the individual Faculty Member, his/her attorney(s), his/her representative(s), his/her immediate administrative supervisor, the President, and individuals requiring material from the file for legal proceedings between the Faculty Member and the College. None of those having access to the file may remove any material for other than those purposes set forth in this Article without the permission of the Faculty Member.

6. Excluding instances involving reduction in force, no documents shall be used to adversely affect the employment status of a tenured Faculty Member unless they have been placed in the personnel file.

Section C. Part-time faculty who were granted permanent status under the previous policy of the employer shall be given first priority for any part-

time assignment for which they qualify. A list of such faculty shall be prepared annually by the Contract Administration Committee and distributed to the listed faculty and area coordinators. Prior to any reduction in the load of such an individual, there will be a meeting of the appropriate administrator, the individual, the area coordinator, and a Union representative.

ARTICLE X - COLLEGE GOVERNANCE: INSTRUCTIONAL DIVISION AND COLLEGE COMMITTEES

Section A. Philosophy of Governance. The Employer and the Union agree on the desirability of involving Faculty Members in the formulation of College policies and procedures, subject to the legal obligations of the Board or its designees to make final decisions on such matters. A guiding principle is that those affected by a policy or procedure should have a voice in the development of that policy/procedure.

Section B. Academic Areas. The academic area is the basic unit of governance. Academic areas are charged with making recommendations to the appropriate dean through the coordinator regarding the following: planning, development and evaluation of service offerings within an area; hiring, assignment, and scheduling; and faculty evaluation. Areas are also responsible for budget preparation and recommendations, and for encouraging faculty development, and should be involved in facilities planning and other duties pertinent to specific areas. Area faculty recognize their responsibility to establish and review basic academic policy and procedures. Areas, accordingly, will hold regular meetings with all full-time and as many part-time faculty as is appropriate and possible.

Section C. College Committees.

1. In the spring of each academic year, prior to new appointments to standing College committees, the Academic Advisory Committee and the Contract Administration Committee shall meet jointly to review committee reports and accomplishments and make suggestions for improving committee effectiveness. It is desirable to have broad representation from both Faculty Members and Administrators on appropriate college committees and to achieve wide dissemination of pertinent information to the College community.

2. Contract Administration Committee.

   Representatives of the Union and the District will meet at a mutually agreed upon date, place and time (normally once every month) for the purposes of reviewing the administration of the Agreement in force and attempting to resolve any other problems that may arise. These meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement. Both parties shall submit an agenda of items they wish to discuss at least five (5) days prior to the scheduled meeting. If no agenda items are submitted the meeting may be cancelled. Neither party shall have control over the selection of the representation of the other

party; provided, however, neither party shall have more than four (4) representatives.

3. Academic Advisory Committee.

The Employer recognizes the requisite expertise and abilities of the Faculty Members to provide valuable input regarding decisions related to educational matters. It is agreed that a procedure is desirable for dealing with specific problems or concerns that may from time to time arise and which require appropriate input of the considered professional judgment of the Faculty Members. To this end there is hereby established an Academic Advisory Committee which shall function in the following manner:

Such Committee shall consist of four (4) Faculty Members appointed by the Union for a term of at least one year. The committee shall meet monthly at an agreed upon date, time and place with the College President and appropriate administrative staff. More frequent meetings may be held with the mutual agreement of the Committee and the College President. In order to ensure orderly and productive results, an agenda shall be developed by both the Committee and the College President and transmitted at least five (5) days prior to the scheduled meetings. Minutes shall be kept of all meetings and distributed to all participants and the District President. Such minutes shall be distributed on a timely basis. It is agreed by the parties that the Academic Advisory Committee shall not be involved in any matters regarding the administration of this agreement.

4. Additional advisory committees (or other advisory bodies) may be created by the Employer as it may determine. In such instances, the number of Faculty Members will be determined by the Contract Administration Committee, but shall include at least one (1) Faculty Member. Such Faculty Member(s) shall be appointed by the Union. Exemptions from such application are lay advisory committees, student committees, subcommittees of the Board, the District grievance committee, or committees convened for the purpose of selecting classified employees.

Appointments to committees shall be made on a timely basis, but in no event later than thirty (30) days after the vacancy is known. Failure of the committee to act or to determine a recommendation in a timely fashion shall not act as a bar to administrative action.

ARTICLE XI - ACADEMIC FREEDOM AND RIGHTS

Section A. Classroom Freedom. A Faculty Member shall be free to determine on the basis of his/her special academic competence the content of his/her teaching without undue restraint other than that required by the nature of the curriculum.

Each individual's dignity and beliefs shall at all times be honored in that the right of both the student and instructor to seek the truth, to reason, and to participate freely in discourse shall not be abridged in the course of that inquiry.

Section B. Library Collection. There shall be no censorship of the content of the library collection.

Section C. Constitutional Freedom. The Faculty Member's rights as a citizen shall not be diminished or alienated as a result of employment or retention.

Section D. Freedom of Association. No Faculty Member shall be required to join or refrain from joining any organization as a condition of employment or retention.

Section E. Freedom of Petition and Silence. Individual Faculty Members and organizations shall not be denied the right to state or to refuse to state their views before any legislative, administrative, faculty or public body. As a responsibility of the special position of a member of the academic community, the Faculty Member who makes a public statement will assert whether or not he/she is an authorized spokesperson for Whatcom Community College.

Section F. Additional Rights. Additional rights of Faculty Members concerning tenure, a grievance procedure and personnel records are described in detail in other sections of this Agreement.

ARTICLE XII - PERFORMANCE EXPECTATIONS

Section A. The Employer and the Union are dedicated to the maintenance and improvement of a comprehensive community college as defined by the State of Washington's Community College Act of 1967 and the Master Plan of this District. Essential to this end is the development of a competent, student-oriented, secure and dedicated staff which is uniquely qualified to meet the challenge of the Whatcom County area. Both parties to this Agreement are determined to explore and implement new ways in which to improve the professional standards and the professional competency of the staff at Whatcom Community College.

Section B. The Faculty Union will formulate and recommend to the Academic Advisory Committee and review annually prior to the conclusion of Winter Quarter, expected general standards of performance for Faculty Members and procedures for assessing achievement of standards. Adopted standards and procedures will serve to guide activities of probationary review committees and the formulation of professional development plans by Faculty Members. Faculty are committed to participate in routine institutional evaluations which will include the evaluation of programs and administrators as well as faculty. Assistance shall be provided to facilitate the evaluation process.

Section C. The College will provide all Faculty Members with information regarding performance standards and assessment procedures to be used during his/her employment. This will be supplied when the Faculty Member assumes an assignment.

Section D. The written records of all evaluation conferences and reports will be disclosed to and signed by the Faculty Member as an indication that the employee has knowledge of all information. These records will be included in the personnel file of the Faculty Member.

ARTICLE XIII - GRIEVANCE PROCEDURE

Section A. A grievance is hereby defined as a complaint or claim against the Employer by Faculty Member(s) or the Union arising out of the interpretation or application of or any alleged violation by the Employer of the terms of this Agreement. Such grievances shall be handled in the following manner:

1. Step One: The grievant and the Union representative shall orally present the alleged grievance to the immediate administrative supervisor. If the grievance is not adjusted orally, the grievance shall be reduced to writing, dated and signed by the grievant and the Union representative, and shall state the specific factual basis of the grievance, the provision or provisions of the Agreement involved, and the remedy sought. The immediate administrative supervisor shall be given the written grievance and he/she shall note receipt of the same by countersigning and dating the original grievance and shall give a copy of the grievance to the Union representative. The immediate administrative supervisor shall answer the grievance in writing within five (5) calendar days thereafter and shall concurrently send a copy of the grievance and the answer to the Union.

2. Step Two: If no settlement is reached at Step One, the written grievance may be submitted to the College President or his/her designated representative, provided it is filed with the College President or his/her designated representative not more than seven (7) calendar days after it is answered in Step One. Representative(s) of the Union will be present at any meeting called to consider the grievance at this step. The College President or his/her designated representative shall send his/her written answer to the Union within seven (7) calendar days of the Step Two meeting.

3. Step Three: If no settlement is reached at Step Two, the Union may at its sole discretion within seven (7) calendar days after the date of the Step Two answer, request by written notice to the Employer that the grievance be arbitrated, provided that the grievance presents an arbitrable matter as herein defined.

Section B. With respect to Section A of this Article, the following time limits are established. Any grievance not presented to the Employer in writing as provided in Step One of Section A above within twelve (12) calendar days after the aggrieved should reasonably become aware of the facts on which the grievance is based, shall be waived for all purposes. In addition, if any other steps or actions provided for in Section A of this Article are not taken, or appeals therein provided for not taken or filed, or notice not given within the time limits therein specified by the grievant or the Union, then the grievance shall be deemed finally closed and settled on the basis of the Employer's last answer. Failure by the Employer to comply with Step One time limitations shall automatically evoke Step Two. Failure by the Employer to comply with Step Two time limitations shall constitute acceptance of remedy requested.

Section C. Matters subject to arbitration shall be referred to the American Arbitration Association under Voluntary Rules.

Only grievances which are presented to the Employer in writing during the term of this Agreement and which are processed in the manner and within the time

limits herein provided shall be subject to arbitration.

Section D. Jurisdiction of the arbitrator is limited to:

1. Adjudication of the issues which, under the express terms of this Agreement and any Submission Agreement, are subject to arbitration; and

2. Only matters which are applicable to the particular issue presented to the arbitrator.

3. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any terms or condition of this Agreement or which is in conflict with the provision of this Agreement; and

4. The rendition of a decision or award which does not grant relief extending beyond the termination date of this Agreement or any renewal or extension thereof; and

5. The rendition of a decision or award in writing which shall include a statement of the reasoning and grounds upon which such decision or award is based; and

6. The rendition of a decision or award based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and the matters presented in the written briefs of the parties; and

7. The rendition of a decision or award within thirty (30) calendar days of the date of presentation of written briefs by the parties unless waived by the parties.

8. The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement. Upon request of either party the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance.

9. No arbitrator shall have the authority to remand an issue back to the parties for negotiations.

Section E. The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union. The decision of the arbitrator within the time limits herein prescribed shall be final and binding upon the Employer, the Union and the Faculty Member(s), consistent with the terms of this Agreement.

Section F. General.

1. All matters pertaining to a grievance shall, at the request of any party involved in the grievance, be deemed confidential information and shall not be unnecessarily related, disclosed or divulged by any participant in the grievance process or by any employee or agent of the District.

2. Documents, communications and records prepared or collected by the District in connection with a grievance shall not be placed in a grievant's regular personnel file but shall instead be maintained in a separate file.

3. No Faculty Member of the District who is involved in or participates in a grievance proceeding shall be subjected to any restraint, interference, discrimination, coercion or reprisal as a result of that involvement/ participation.

4. Nothing in this Article shall be construed to preclude the right of a Faculty Member to bring concerns about matters not covered by this Agreement to the attention of the appropriate Employer representative.

5. No application of the terms or procedures of Articles XVI, XVII, XVIII or XIX shall be subject to processing under the grievance procedure.

ARTICLE XIV - PROFESSIONAL DEVELOPMENT

Section A. In order to provide an improved educational environment at Whatcom Community College, Faculty Members, both individually and collectively, are urged to participate in professional development programs.

Section B. One of the purposes of a professional development program will be professional enrichment in order to promote teaching effectiveness. Such program shall include, but not be limited to, the following types of educational activities:

1. Courses related to an employee's discipline or teaching area, courses taken as part of a degree program approved by Whatcom Community College, and regular and special courses offered by Whatcom Community College for staff development purposes. As well as individual professional development, a need is seen for development of professional relationship within the College.

2. Seminars, colloquia, workshops, etc., of specific professional interest and seminars, workshops, institutes, etc., sponsored by industrial and/or professional organizations of a more general professional nature.

3. Job-related participation in field work, clinical experience, domestic or foreign travel, independent research and development activities and creative activity in excess of the normal contractual obligations of the Faculty Member.

ARTICLE XV - WORKING CONDITIONS

Section A. Safety. Faculty Members shall not be required to work under known unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being, or the health, safety or well-being of students.

Section B. Consistent with budgetary and funding restrictions, the Employer agrees to:

1. Provide full-time Faculty Members with adequately furnished office space which facilitates preparation for classes, student conferences, and other tasks required by the assignment. Such offices will be located at the employees' primary work stations.

2. Provide work space and storage space for part-time Faculty Members.

3. Provide Faculty Members with adequately furnished lunch/break facilities at each major location.

ARTICLE XVI - RULES AND REGULATIONS GOVERNING TENURE

Section A. Purpose. Consistent with RCW 28B.50.850-869, the Board of Trustees of Community College District No. 21 hereby establishes the following rules and procedures on faculty tenure and probationary employment, the purpose of which is three-fold:

1. To protect faculty appointment rights and faculty involvement in the establishment and protection of those rights at Whatcom Community College and all subsequent community college campuses hereafter established within Community College District No. 21; and

2. To define a reasonable and orderly process for appointment of Faculty Members to tenure status; and

3. To assure that tenure is granted to Faculty Members of such character and instructional ability that the District, so far as its resources permit, can justifiably undertake their continuous employment.

Section B. Definitions. As used in this Article, the following terms and definitions shall mean:

1. "Appointing Authority" shall mean the Board of Trustees of Community College District No. 21.

2. "Tenure" shall mean a faculty appointment for an indefinite period of time which may be revoked only for sufficient cause and by due process.

3. "Faculty Appointment" shall mean full-time employment as a teacher, counselor, librarian, or other position for which the training, experience and responsibilities are comparable as determined by the appointing authority, except administrative appointments. Faculty appointment shall also mean administrators who have had or do have status as a teacher, counselor or librarian. Faculty appointments shall not include individuals hired from special funds as provided for in WAC 131-16-400.

4. "Probationary Faculty Appointment" shall mean a full-time faculty appointment for a designated period of time which may be terminated without cause upon expiration of the probationer's terms of employment.

5. "Probationer" shall mean any individual holding a probationary faculty appointment.

6. "Administrative Appointment" shall mean employment in a specific administrative position as determined by the appointing authority.

7. "Regular College Year" shall mean a faculty appointment inclusive of consecutive fall, winter and spring quarters. The regular college year in all instances shall be deemed to begin with the first fall quarter regardless of the quarter in which the person is first employed.

8. "President" shall mean the President of Community College District No. 21, or in the President's absence, the acting president.

9. "College" shall mean Whatcom Community College, Community College District No. 21.

10. "Review Committee" shall mean a committee composed of three tenured Faculty Members who hold faculty appointments, one student representative who shall be a full-time student chosen by the student association of the College, and one member with administrative responsibilities.

    A separate probationary review committee shall be established for each full-time probationer which shall serve as a standing committee until such time as the probationer is either granted tenure or his employment in a probationary faculty appointment is terminated. Each probationary review committee shall be composed of five persons, three of whom shall be tenured Faculty Members selected by a majority of the tenured and probationary Faculty Members acting in a body within thirty (30) days of the probationer's first full-time appointment. At least one of these faculty shall be a subject area peer of the probationer. The President shall appoint one professional as the fourth member of the committee. It shall be the responsibility of the Presidential appointee to call the first meeting of the probationary review committee. The fifth member shall be a full-time student chosen by the student association. The committee shall choose one of its members as a chairperson. If a vacancy occurs on the committee, the same process for selection of a replacement shall be followed as applied in the selection of the original member. Furthermore, the composition of the committee for probationary Faculty Members appointed prior to the effective date of this policy will be made within thirty (30) days following its adoption.

11. "Full-Time" shall mean an appointment which requires the appointee's fulfillment of full-time responsibility with a full-time load as defined in this agreement between the Employer and the Union.

<u>Section C. Duties and Responsibilities of Probationary Review Committees</u>.

1. The general duty and responsibility of the probationary review committee shall be to assess and advise the probationer of his professional strengths and weaknesses and to make reasonable efforts to encourage and aid him to overcome his deficiencies.

2. The probationary review committee shall meet at the call of the chairman, when in his discretion the need for such a meeting arises, provided that the committee shall meet with the probationer at least twice during each of the first two quarters of employment and once during all other quarters

and, additionally within ten (10) days of the receipt of a written request setting forth good cause to meet as directed to the chairman by the probationer.

3. The substance of all meetings will be recorded in written form and will be forwarded through administrative channels to the appropriate administrator or College President. Observed deficiencies should be put in writing and discussed in conference as soon as possible. Both the committee and the probationer must be aware that the primary purpose of the committee, in addition to monitoring and evaluation, is to assist the probationer in meeting the requirements of his assigned duties and in filling the objectives set by the committee. The written records of all conferences, reports and evaluations will be disclosed to and signed by the probationer as an indication that the probationer has knowledge of all probationary information.

4. The first order of business for each probationary review committee shall be to establish the procedure and develop the criteria it will utilize in evaluating the performance and professional competence of the full-time probationer assigned thereto. The committee's evaluation of the Probationer shall be directed toward and result in the determination of whether or not the probationer possesses the necessary personal characteristics and professional competence to perform effectively in his appointment. The review committee will be responsible for furnishing the probationer with appropriate performance criteria and objectives in written form, to include the methods of performance evaluation to be used. Such procedure shall provide the probationer with the right to appear before the committee and make presentations. A probationary review committee's evaluation procedures should include one or more of the following:

   a. Classroom observations by members of the probationary review committee;

   b. Student evaluation administered by a student service representative;

   c. Assessment of the probationer's participation in professional activities both on and off campus;

   d. Self-evaluation; and

   e. The probationer shall have the right to determine one of the above or an additional method or procedures of evaluation.

5. Each probationary review committee shall be required to conduct an ongoing evaluation of the full-time probationer assigned thereto and render the following written report to the probationer, the President and the appointing authority on or before the designated times during each regular college year such appointee is on probationary status; or, as is also required within fifteen (15) days of the President's written request therefore:

   a. A written progress report after fall quarter outlining the probationer's strengths and weaknesses. This report should also

include a list of steps that can be taken by the probationer to improve his deficiencies.

b. A written evaluation of each full-time probationer's performance including the degree to which the probationer has overcome stated deficiencies on or before February 15 of such year. The review committee shall obtain the probationer's written acknowledgement of receipt of the written evaluation. The probationer shall have the right to answer the evaluation report in writing and attach his answer to the report.

c. A written recommendation that the appointing authority award or not award tenure, such written recommendations to be submitted at times during the regular college year deemed appropriate by each probationary review committee, provided that during such probationer's third regular college year of appointment the probationary review committee shall, prior to February 15 of such regular college year, make a written recommendation as to the award or non-award of tenure. The probationary Faculty Member shall have the right to submit to the appointing authority, through the President, an oral or written answer to an adverse report and/or recommendation.

Failure of any review committee to make such written recommendation by February 15 of a probationer's third consecutive regular college year shall be deemed a recommendation neither for nor against the awarding of tenure and the appointing authority may award or deny tenure based upon this type of recommendation by the committee.

6. The final decision to award or withhold tenure shall rest with the appointing authority after it has given reasonable consideration to the recommendations of the probationary review committee.

7. All written evaluations and recommendations prepared and submitted by a probationary review committee pursuant to these rules shall include the committee's findings and supportive data and analysis.

8. On or before the last day of the winter quarter of a probationer's third consecutive regular college year of appointment, the appointing authority shall notify him of the decision to either grant him tenure or not renew his appointment for the ensuing year. Nothing herein shall be construed to preclude the Board of Trustees from granting tenure at any time.

9. This appointment to tenure is effective until the Faculty Member resigns or is dismissed for "sufficient cause" and by due process.

Section D. Designation of Administrative Appointments. A tenured Faculty Member, upon appointment to an administrative position, shall be allowed to retain tenure as a Faculty Member. However, persons assigned administrative responsibility and authority will occupy positions for which the privileges of tenure cannot be extended. Administrative positions for such purposes shall be defined as those exempt appointments not in the bargaining unit.

ARTICLE XVII - DISMISSAL OF A TENURED OR PROBATIONARY FACULTY MEMBER FOR SUFFICIENT CAUSE

Section A. Statement of Cause for Dismissal. When reason arises to question the fitness of a tenured or probationary Faculty Member, it shall be the policy to attempt to resolve the matter without instituting the formal dismissal procedures. Furthermore, it shall be the policy that a tenured Faculty Member shall not be dismissed except for "sufficient cause," nor shall a Faculty Member who holds a probationary faculty appointment be dismissed prior to the written terms of the appointment except for "sufficient cause."
No tenured Faculty Member shall suffer loss of tenure because of reassignment to a specially funded program. "Sufficient cause" shall include but is not limited to:

1. Aiding and abetting or participating in:

    a. Any unlawful act of violence.
    b. Any unlawful act resulting in destruction of community college property.
    c. Any unlawful interferences with the orderly conduct of the educational process.

2. Incompetency.

3. Willful or knowing violation of District policies, rules or regulations.

4. Illegal conflict of interest.

Section B. Initiation of Dismissal Proceedings.

1. a. When the President initiates a formal written complaint about a tenured Faculty Member which may warrant dismissal, he shall inform that Faculty Member with a statement of cause. The President will meet with the Faculty Member, the Area Coordinator and the appropriate Dean. The Faculty Member may request a Union representative at this meeting and at any subsequent meetings.

    b. At this preliminary meeting, which shall be an information gathering session, an adjustment may be mutally agreed upon at which time the case will either be:

        (1) closed,
        (2) dismissal recommended,
        (3) not closed but dismissal is not recommended.

2. If the case is not closed but dismissal is not recommended:

    a. Attempts to eliminate the deficiency shall be made by the appropriate administrator, Area Coordinator and the Faculty Member. Suggested methods of improvement with a time line agreeable to the President shall be developed by this group.

    b. During the prescribed period, meetings shall be held between the Faculty Member, Area Coordinator and appropriate administrator to assist the Faculty Member to eliminate the deficiency.

c. At the end of this period, the President shall call a meeting of the Faculty Member, the Area Coordinator and the appropriate administrator for a report of all findings including recommendation to the President. The recommendations shall provide for: dropping the charges of deficiency, review at a designated later date, or dismissal procedures.

Section C. Dismissal Review Committee and Dismissal Procedures. The establishment of a dismissal review committee and all further dismissal procedures shall be conducted in accordance with Article XIX, Hearing Procedure for Dismissals.

ARTICLE XVIII
REDUCTION-IN-FORCE POLICY

Section A. Purpose. This article shall govern reduction-in-force, which is deemed to constitute sufficient or adequate cause for dismissal/termination of probationary Faculty Members prior to the written term of their individual appointment or tenured Faculty Members. Reduction-in-force shall include, but not be limited to, any of the following grounds:

1. Inadequate funding to the College or to a specific program or individual discipline within the College.

2. Program termination or reduction.

3. Significant decreases in enrollment in the College or in some program or individual discipline.

4. Changes in educational policy.

5. State Board for Community College Education declaration of financial emergency pursuant to Laws of 1981, 2nd Ex. Ses. ch. 13 § 1 under the following conditions:

   a. reduction of allotments by the Governor pursuant to RCW 43.88.110(2), or

   b. reduction by the Legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

Nothing in this reduction-in-force policy shall be construed to affect the decision and right of the appointing authority not to renew a probationary faculty appointment without cause pursuant to RCW 28B.50.857.

Section B. Basis for Selection.

1. Reduction-in-Force Units and Procedure for Assignment.

   a. Reduction-in-force units shall be designated in Article IV, Section A and identical to the academic instructional and support areas. Each tenured and probationary Faculty Member shall be assigned to only one of these units, based upon the Faculty Member's major assignment.

b. The Contract Administration Committee will develop and recommend a reduction-in-force list to the President annually. This list will be distributed to Faculty Members prior to the conclusion of fall quarter. The list shall rank each Faculty Member in the appropriate unit in accordance with the seniority procedures defined herein and shall designate whether the individual is a probationary or tenured Faculty Member.

c. Full-time Faculty Members who hold special funded positions and Non-Faculty Members who hold tenure under the laws of the State of Washington shall be included in the above lists for informational purposes only.

d. Disputes regarding reduction-in-force unit assignments shall be appealed to the Contract Administration Committee and if not resolved shall be submitted to the President.

2. Order of Reduction.

a. Prioritizing of courses, programs and services. If the number of Faculty Members is to be reduced, the President, after consultation with the Academic Advisory Committee and with such other advice he deems necessary, shall decide which courses, programs and services are most necessary to maintain quality education. The President shall declare the duties associated with such courses, programs and services to be essential and thus not subject to reduction-in-force.
In making decisions on reductions, the President may consider factors including but not limited to:

(1) Budget limitations.
(2) The enrollment and the trends in enrollment for six (6) consecutive quarters (excluding summer quarters), if applicable, and their effect upon each area or program.
(3) The past, present and anticipated needs and use of services of the college by its students and prospective students.
(4) Information concerning faculty and administrative vacancies occurring through retirement, resignation, and professional and other leave.
(5) Changes in educational policies and goals.
(6) Staffing needs.

b. Selection of Individuals.

(1) If a reduction is determined to be necessary within a reduction-in-force unit, the President shall observe the following order of lay-off:

First--Full-time probationary Faculty Members in order of least seniority,

Second--Full-time tenured Faculty Members in order of least seniority.

The above order and/or application of seniority may be interrupted in the event that:

(a) Strict adherence to it would result in no qualified individual being available to fully perform all duties of an essential course or program.
(b) Strict adherence to it would cause a regression in the progress of the college towards its affirmative action goals.

(2) A Faculty Member affected by a reduction-in-force may be reassigned to another area provided professional qualifications are adequate. Such reassignment shall be made by the President following recommendation from the appropriate Dean and the Area Coordinator in the area of reassignment. The Faculty Member involved will be consulted prior to reassignment. The unavailability of Faculty Members to exercise such an opportunity for consultation shall not bar the reassignment.

c. Seniority. Seniority shall be determined by establishing the effective date of the first full-time contract for the most recent period of continuous full-time professional service in the bargaining unit for Whatcom Community College. This period of continuous service shall include all authorized leaves of absence. The longest terms of employment as thus established shall be considered the highest level of seniority. In instances where Faculty Members have the same effective date of the first full-time contract, seniority shall be determined by the effective date of the first contract as a Faculty Member at Whatcom Community College. In the event that the Faculty Members are still tied, seniority shall be determined in the following descending order:

(1) First date of signature of an employment contract.
(2) First date of signature of letter of intent.
(3) First date of application for employment.

Section C. Reduction-in-Force Procedure.

1. Determination of Necessity of Reduction-in-Force.

a. In the event that the President determines that a reduction-in-force may be necessary, he shall give notice of the potential reduction-in-force and extent thereof to the Union. This notice shall be in writing and shall include the reasons upon which the President's conclusion shall have been based.

b. Within five (5) days from the date of this notice, a three-member committee of the Union shall be provided with an opportunity to meet with the President regarding the problems arising out of the emergency situation facing the District. The Union representatives and the College President and designees shall meet to: 1) discuss the potential need to implement a reduction-in-force, 2) discuss any alternatives or options which either party feels are reasonably available, 3) allow the Union representatives opportunity to influence

the President's planning, and 4) to provide opportunity for the Union representatives to acquire information necessary to develop a possible alternative proposal. The meetings shall be for the purpose of considering options such as:

(1) Examination of the College budget by the administration and Union for the purpose of identifying potential budget savings.

(2) The transfer of Faculty Members from one area or division to another in instances wherein an individual has adequate qualifications.

(3) Providing the means by which a Faculty Member threatened by a potential reduction-in-force can gain additional competencies in those areas considered necessary to the maintenance of quality education within the District. These means would include Professional Leave priority, transfer to an administrative or non-teaching position, use of activity supervision as part of the academic load, arrangement of employment schedules, etc.

(4) Use of summer quarter and/or night classes as a regular part of the college year, in an emergency situation, to give a Faculty Member a full academic load.

(5) Encouragement of non-mandatory early retirements in those instances wherein such retirements would work little or no hardship upon the retiree and would provide a means whereby the College might continue to offer employment to a less senior Faculty Member threatened by reduction-in-force.

During these discussions the President will document his findings by supplying data that may be reasonably produced. Such meetings shall conclude within ten (10) days from the date of the notice of potential reduction-in-force. In the event that the Union fails to respond to the notice issued by the President, or upon the conclusion of ten (10) days, the President shall submit his recommendations to the Board of Trustees.

c. In the event the President determines a reduction-in-force to be necessary, he shall develop and submit to the Board of Trustees recommendations regarding the extent of such reduction. Such recommendations shall protect the instructional capacity and flexibility required to maintain the highest quality education possible for students. The Union may also present alternatives to reduction for the Board's consideration.

d. The Board of Trustees in its role of appointing authority shall make the final determination regarding the necessity of a reduction in-force and extent thereof. Any court review of such decisions shall not act as a stay to any further actions taken by the Board in accordance with this Section.

2. Designation of Remaining Steps. Subsequent steps in the procedure for reduction-in-force are specified in Article XIX, Hearing Procedure for Dismissals.

Section D. Rights of Laid-Off Faculty Members. Recall Lists shall be created and maintained for each affected reduction-in-force unit at Whatcom Community College. The names of those Faculty Members laid off shall be placed on the appropriate Recall Lists according to seniority. Recall shall be in order of reverse seniority; those qualified Faculty Members at the highest levels of seniority will be the first ones considered for recall. The right of recall shall extend three (3) calendar years from the date of actual lay-off. No new hire shall be permitted to fill Faculty Member vacancies at the College unless there are no qualified Faculty Members on the Recall Lists to fill the vacancies. The name of any Faculty Member refusing a recall offer shall be removed from the Recall List, and said Faculty Member will no longer be considered eligible for recall. It is the responsibility of those Faculty Members desiring recall to furnish the College with the appropriate addresses to which notices and other pertinent recall information can be sent. Upon recall, Faculty Members shall retain all benefits such as sick leave, tenure, and seniority which had accrued up to the day of lay-off.

Section E. Special Provision. Upon the request of a Faculty Member laid off for reasons of this policy, the President shall write a letter for presentation to other institutions stating: (1) the reasons for said layoff, (2) the qualifications of the affected Faculty Member, and (3) any other pertinent information which may be of assistance in securing another employment position.

ARTICLE XIX
HEARING PROCEDURE FOR DISMISSALS

Section A. Notice of Dismissal. After it is determined that dismissal proceedings should be initiated, the President shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected Faculty Member and provide copies to the Dismissal Review Committee. The notice shall include:

1. A statement of the legal authority and jurisdiction under which the hearing is to be held;

2. A reference to the particular rules of the College that are involved;

3. A short and plain statement of the matters asserted.

4. In the case of a reduction-in-force for the reasons set forth in Article XVIII, Section A (1)-(4), the notice shall include a statement of (a) the grounds for reduction-in-force as delineated in Article XVIII, Section A (1)-(4) and (b) the basis for selection of the affected Faculty Member. In the case of a reduction-in-force for reasons set forth in Article XVIII, Section A (5), this shall clearly indicate the separation is not due to the job performance of the Faculty Member and hence is without prejudice to such Faculty Member and, in addition, shall indicate the basis for reduction-in-force as one or both of the reasons set forth in Article XVIII, Section A (5). The notice must also indicate the effective date of separation from service.

Section B. Request for Hearing.

1. In the cases of dismissal for sufficient cause or reduction-in-force for the reasons set forth in Article XVIII, Section A (1)-(4) the affected Faculty Member shall have twenty (20) days from the date of the notice of dismissal to make a written request for a hearing. If the affected Faculty Member does not request such a hearing from the President of the College within seventeen (17) days, the President will request a written determination from the Faculty Member as to whether he/she wishes to avail himself/herself of the right to a hearing. If the Faculty Member fails to respond within the twenty days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing.

2. In the case of reduction-in-force for reasons set forth in Article XVIII, Section A (5) the affected Faculty Member shall have ten (10) days from the date of the notice of dismissal to make a written request for a hearing. If the affected Faculty Member does not request such a hearing from the President of the College within seven (7) days, the President will request a written determination from the Faculty Member as to whether he/she wishes to avail himself/herself of the right to a hearing. If the Faculty Member fails to respond within the ten days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing.

3. The decision of a Faculty Member not to request a hearing shall be communicated to the Dismissal Review Committee and Board of Trustees.

Section C. Notice of Hearing. The President shall notify in writing the committee and the affected Faculty Member of the time, place and nature of the hearing. The hearing may be held no fewer than ten (10) days after written notice that such hearing is scheduled.

Section D. Composition of Dismissal Review Committee. A five-member Dismissal Review Committee created for the express purpose of hearing dismissal cases shall be established no later than November 1 of any academic year. The members shall include one (1) administrator chosen by the President, one (1) full-time student chosen by the Student Association in such manner as the members thereof shall determine, and three (3) tenured Faculty Members representing the faculty who shall be selected by a majority of the tenured and probationary faculty acting in a body. The Faculty Members on the initial Dismissal Review Committee shall serve a one-year, two-year and three-year term respectively. Subsequent elections will be for three-year terms so that the committee members shall have staggered terms.

In no case shall a member of the committee sit in judgment of his or her own case.

In the event there is a vacancy on the committee, a replacement shall be selected within fifteen (15) days of the vacancy in the manner outlined above.

Section E. Procedural Rights of Affected Faculty Members. An affected Faculty Member who has requested a hearing shall be entitled to one formal, contested case hearing pursuant to the Administrative Procedure Act, Chapter 34.05 RCW, and shall have the following procedural rights:

1. The right to confront and cross-examine adverse witnesses, provided that, when a witness cannot appear and compelling reasons therefore exist, the identity of the witness and a copy of the statement of the witness reduced to writing shall be disclosed to the Faculty Member at least ten (10) days prior to the hearing on the matter towards which the testimony of the witness is considered material.

2. The right to be free from compulsion to divulge information which he/she could not be compelled to divulge in a court of law.

3. The right to be heard in his/her own defense and to present witnesses, testimony, and evidence on all issues involved.

4. The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to Chapter 34.05 RCW.

5. The right to counsel of his/her choosing who may appear and act on his/her behalf at the hearings.

6. The right to have a representative of the Union present at the hearing.

7. The right to have witnesses sworn and testify under oath.

Section F. Hearing Officer.

1. Appointment.

   a. The Board of Trustees shall attempt to appoint a neutral hearing officer agreeable to both parties to preside over each dismissal review hearing. The President and the Faculty Member shall attempt to agree on an acceptable individual or one acceptable individual from a list of potentially available neutral hearing officers. In the event that there exists a disagreement between the President and the Faculty Member regarding the appointment of a neutral hearing officer, the Board of Trustees shall make the appointment.

   b. In the case of a reduction-in-force for reasons set forth in Article XVIII, Section A (5) at the time of a Faculty Member's or Members' request for formal hearing said Faculty Member's or Members' may ask for participation in the choosing of the hearing officer in the manner provided in RCW 28A.58.455(4), said employee therein being a Faculty Member for the purposes hereof, and said board of directors therein being the Board of Trustees for purposes hereof: PROVIDED, That where there is more than one Faculty Member affected by the Board of Trustees' reduction-in-force such Faculty Members requesting hearing must act collectively in making such request: PROVIDED FURTHER, That costs incurred for the services and expenses of such hearing officer shall be shared equally by the community college and the Faculty Member or Faculty Members requesting hearing.

2. Duties. It shall be the role of the impartial hearing officer to conduct the hearing in accordance with Chapter 34.05 RCW and any procedural rules adopted by the District. The duties of the hearing officer include:

a. Administering oaths and affirmations, examining witnesses, and receiving evidence; no person shall be compelled to divulge information which he could not be compelled to divulge in a court of law;

b. Issuing subpoenas;

c. Taking or causing depositions to be taken pursuant to rules promulgated by the institution;

d. Regulating the course of the hearing;

e. Holding conferences for the settlement or simplification of the issues by consent of the parties;

f. Disposing of procedural requests or similar matters;

g. To make all rulings regarding the evidentiary issues presented during the course of the Dismissal Review Committee hearings;

h. To appoint a court reporter, who shall operate at the direction of the hearing officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the hearing officer;

i. To allow the review committee to hear testimony from all interested parties, including but not limited to Faculty Members and students, and review any evidence offered by same.

j. To prepare his or her proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing or within ten (10) days in the case of a reduction-in-force for reasons set forth in Article XVIII, Section A(5), the written recommendation of the hearing officer will be presented to the President, committee, affected Faculty Member, and the Board of Trustees.

k. To be responsible for preparing and assembling a record for review by the Board of Trustees which shall include:

   1. All pleadings, motions and rulings;

   2. All evidence received or considered;

   3. A statement of any matters officially noticed;

   4. All questions and offers of proof, objections and rulings thereon;

   5. His or her proposed findings, conclusions of law, and a recommended decision;

6. A copy of the recommendations of the Dismissal Review Committee.

l. To decide, with advice from the Dismissal Review Committee whether the hearing shall be open to the educational community or whether particular persons should be permitted or excluded from attendance.

m. To assure that a transcription of the hearing is made, if necessary, and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs.

n. To consolidate individual reduction-in-force hearings into a single hearing. In the case of reduction-in-force for reasons set forth in Article XVIII, Section A(5), the hearings shall be consolidated; and such consolidated hearing shall be concluded within the time frame set forth herein.

o. To take any other action authorized by rule consistent with this chapter.

p. In the case of a reduction-in-force for reasons set forth in Article XVIII, Section A(5), the formal hearing (pursuant to Chapter 34.05 RCW and conducted by the hearing officer appointed by the Board of Trustees): (a) shall be concluded by the hearing officer within sixty (60) days after written notice of the reduction-in-force has been issued; (b) the only issue to be determined shall be whether under the applicable policies, rules or bargaining agreement, the particular Faculty Member or Members advised of severance are the proper ones to be terminated; (c) any findings, conclusions of law and recommended decision shall not be subject to further Dismissal Review Committee action.

Section G. Responsibilities of Dismissal Review Committee. The responsibilities of the committee shall be:

1. To review the case of the proposed dismissal.

2. To attend the hearing and, at the discretion of the hearing officer, may call and/or examine any witnesses.

3. To hear testimony from all interested parties, including but not limited to other Faculty Members and students and review any evidence offered by same.

4. To arrive at its recommendations in conference on the basis of the hearing. As soon as reasonably practicable, but in no event longer than thirty (30) days after conclusion of the formal hearing and within seven (7) days in the case of a reduction-in-force for reasons set forth in Article XVIII, Section A(5), the written recommendations of the committee will be presented to the hearing officer, President, the affected Faculty Member and the Board of Trustees.

5. Failure of any dismissal review committee to make written recommendations regarding dismissal within the prescribed time shall be deemed a recommendation neither for nor against dismissal and the hearing officer

and the Board of Trustees may proceed without the recommendation.

Section H. Final Decision by the Board of Trustees. The case shall be reviewed by the Board of Trustees as follows:

1. Board review shall be based on the record of the hearing and on any record made before the Board of Trustees.

2. The Board may permit an opportunity for oral or written argument or both by the parties or their representatives.

3. The Board may hold such other proceedings as it deems advisable.

4. The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the Dismissal Review Committee and the hearing officer. The Dismissal Review Committee's recommendations and the findings, conclusions and recommended decision of the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees. The Board of Trustees shall within five (5) days following the conclusion of its review, notify the charged Faculty Member in writing of its final decision, and the effective date of dismissal.

Section I. Effective Date of Dismissals. The effective date of a dismissal for sufficient cause shall be such date subsequent to notification of the Board's final written decision as determined in the discretion of the Board of Trustees (e.g., immediately, end of any academic quarter, expiration of the individual employment contract, etc.). In the case of a reduction-in-force for reasons set forth in Article XVIII, Section A(5), failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual employment contract. In the case of a reduction-in-force for reasons set forth in Article XVIII, Section A(5), separation from service after formal hearing shall become effective upon final action by the Board of Trustees.

Section J. Suspension.

1. Procedural Suspension. Suspension by the President during the administrative proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to the affected employee or others is threatened by his or her continuance. Any such suspension shall be with pay.

2. Suspension for Probable Sufficient Cause.

   a. At any time after the President notifies a faculty member in writing of charges in support of dismissal for probable sufficient cause, as defined in Article XVII, the President may suspend the Faculty Member in question with or without salary.

   b. If the Board of Trustees determines not to dismiss a Faculty Member who has been suspended for probable sufficient cause, the Faculty Member will be awarded any salary payments which have been withheld during the period of suspension.

Section K. Publicity. Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case shall be made by the Faculty Member, the Dismissal Review Committee, administrative officers or the Board of Trustees until all administrative proceedings and appeals have been completed.

Section L. Appeal from Board of Trustees Decisions. Pursuant to Chapter 34.05 RCW as now existing or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within thirty (30) days after service of the final decision. The filing of an appeal shall not stay enforcement of the decision of the Board.

Section M. Grievance Procedure. The grievance procedure of this contract shall not be applicable to dismissals.

ARTICLE XX - FACULTY EARLY RETIREMENT PROGRAM

Section A. Definitions.

1. College. College shall mean Whatcom Community College.

2. Retirement Program. This retirement program is established for the express purpose of encouraging the retirement of tenured academic employees at a time earlier than the employee might otherwise retire where such early retirement will be of bona fide mutual benefit, economic or otherwise, to the College and the academic employee.

3. Retirement. The word retirement as used in this Article pertains to separation from service/employment under provisions of this Article and does not affect other options for resignation or termination of employment from the College.

Section B. Eligibility.

1. When the retirement of a tenured Faculty Member is of benefit to the College and to the Faculty Member, the College and the Faculty Member may enter into an agreement providing for the Faculty Member's separation from employment with the College under the provisions listed below or under other provisions mutually agreeable to both parties.

2. Either the College or the Faculty Member may initiate an offer or an application for retirement. The retirement of a tenured Faculty Member may only be accomplished, however, by written mutual agreement to the terms of the retirement, between the Faculty Member and the College President acting on behalf of the Board of Trustees.

3. A Faculty Member shall be eligible for this retirement program if the Faculty Member:

   A. has been granted tenure at Whatcom Community College.

   B. has attained a minimum age of 55 years. Exceptions to this age requirement may be granted under extraordinary circumstances in the exercise of the phased retirement and accelerated work options.

C. has been employed at Whatcom Community College for a minimum of 10 years. If a Faculty Member is hired after age 45, years of either distinguished service or outstanding teaching at another accredited institution may be applied to this requirement.

In determining the appropriateness of or the eligibility for a tenured Faculty Member's retirement, the College may consider (a) financial advantage to the College, (b) programmatic considerations, (c) a Faculty Member's years of service with the College, (d) age of the Faculty Member, or other considerations mutually agreeable to both parties.

Section C. Early Retirement Options.

The retirement may take the form of one of or a combination of the following systems or of other systems agreeable to both parties.

1. Tenure Purchase Retirement Option. The purchase of tenure, whereby the Faculty Member severs employment with the College and is compensated for tenure rights by a method and amount agreeable to both parties.

2. Phased Retirement Option. The phasing out of employment with the College, whereby the Faculty Member continues employment at the College, at a load of less than full-time, but (1) retains the rights and responsibilities associated with tenure, (2) retains benefits for which he/she remains eligible, and (3) is compensated on a pro rata basis off the full-time salary schedule.

3. Accelerated Work Option. The Faculty Member assumes a workload in excess of full-time for a period prior to retirement.

Section D. Application Process.

1. Faculty members desiring to apply for one or more of the retirement options shall do so in writing.

2. Applications shall be submitted to the appropriate Dean.

3. When an application is approved, the agreement shall be reduced to writing. All terms shall be stated in writing and shall be signed by the Faculty Member and the College President, or his/her designee.

4. The approval or denial by the College of any request for retirement shall not be subject to the grievance procedures contained in the Negotiated Agreement.

ARTICLE XXI - NO WORK-STOPPAGE

The Employer and the Union agree that disputes which may arise between them shall be settled without resort to strike or lockout.

The Employer agrees it will not lock out any or all of its Faculty Members during the term of this Agreement and the Union agrees on behalf of itself and its membership that there shall be no strike or slowdown during the term of

this Agreement. This Article shall not be applicable in the event of a dispute between the parties arising during a bona fide reopening of this Agreement.

ARTICLE XXII -RECOGNITION OF RIGHTS AND FUNCTIONS OF EMPLOYER

The management of the District and the utilization of District resources is vested exclusively with the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered by the language of this Agreement may be administered for its duration by the Employer in accordance with such policies and procedures as it from time to time may determine.

ARTICLE XXIII - SCOPE OF AGREEMENT

Section A. It is the belief of both parties that all provisions of this Agreement are lawful. If any section of this Agreement should be found to be contrary to existing law, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.

Section B. This agreement constitutes the negotiated agreement between the Employer and the Union and supersedes any previous agreements or understandings, whether oral or written, between the parties.

Section C. Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

Section D. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as specifically stated in Section A of this Article and in Article XXIII, the Employer and the Union for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

Section E. Nothing contained herein shall be construed to deny or restrict to any Faculty Member rights and responsibilities he may have under the laws of the State of Washington and the United States or other applicable regulations.

ARTICLE XXIV - DURATION

This agreement shall remain in full force and effect from September 1, 1989 to and including August 31, 1991. Negotiations for a subsequent agreement shall commence upon the request of either party on or after March 1, 1991, except that either party reserves the right to reopen ARTICLE VI if and when the Washington State Legislature appropriates funds for salary increases.

SIGNED This 21 day of July, 1989 at Bellingham, Washington.

FOR THE UNION

Sis McManus
President
Whatcom Community College
Federation of Teachers

FOR THE EMPLOYER

Bernie Thomas
Chairman
Whatcom Community College
Board of Trustees

Approved as to form only this
26 day of July, 1989:

Wendy Bohlke
Assistant Attorney General

AMENDMENT TO AGREEMENT BY AND BETWEEN THE BOARD OF TRUSTEES OF WHATCOM COMMUNITY COLLEGE, DISTRICT NO. 21 AND WHATCOM COMMUNITY COLLEGE FEDERATION OF TEACHERS, SIGNED JULY 21, 1989 AND AMENDED MARCH 13, 1990.

Both parties mutually agree to modification of the attached Article VI of the above referenced contract, retroactive to January 1, 1989.

FOR THE UNION

Sis McManus
President
Whatcom Community College
Federation of Teachers

Date Signed March 13, 1990

FOR THE EMPLOYER

Chairman
Whatcom Community College
Board of Trustees

Date Signed Mar 13, 1990

Approved as to form only this
13th day of march, 1990:

Wendy Bohlke
Assistant Attorney General

ERIC Clearinghouse for
Junior Colleges
DEC 31 1991